

RESOLUTION NO. R17-817

**A RESOLUTION TO AUTHORIZE AN UPDATED STORM-WATER
UTILITY STUDY FOR THE CITY**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to approve an updated storm-water utility study for the City;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Purchase. The proposed storm-water utility study attached hereto as Exhibit A is hereby approved by the City Council.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.


SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

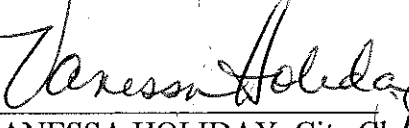
SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

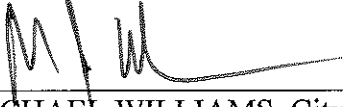
SO RESOLVED this 8th day of May, 2017.


JUDY NEAL, Mayor

ATTEST:

 (SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:


MICHAEL WILLIAMS, City Attorney

Work Authorization

*Ecological Planning Group, LLC
35 Abercorn Street, Suite 210
Savannah, GA 31401
(912) 656-1316*

To:	Decius Aaron, Director, Public Works	Date:	May 5, 2017
Company:	City of Stockbridge	From:	Courtney Reich, AICP
Address:	Via: email DAaron@cityofstockbridge-ga.gov	Copy:	
Project:	Stockbridge Stormwater Utility Rate Study	Job#	

INTRODUCTION

Ecological Planning Group (EPG) is pleased to provide this Work Authorization to assist the City of Stockbridge (the City) with a review of their Stormwater Utility (SWU) program and user fee rates and updates to the stormwater user fee and sanitation billing databases. EPG understands that the City's needs are three-fold: 1) provide stormwater user fee and sanitation fee databases to the Henry County Tax Assessors office for billing, and 2) perform a review of the City's stormwater management program needs and the current stormwater user fee rate structure to determine if there are adequate financial resources for implementation, and 3) recommend a rate structure that meets the City's stormwater program financial needs and assist the City with implementation of the proposed recommendations.

BACKGROUND INFORMATION

EPG previously performed an audit of the City's Stormwater Management Program (SWMP) and SWU, and summarized our recommendations in a memorandum delivered to the City dated September 15, 2015. This audit included a review of the City's SWU budget and expenditures, SWMP goals, and a fund balance policy. It is our intention to utilize this historical information to assess the status of the City's SWMP and associated costs since completion of our previous project. Furthermore, EPG has previously assisted the City with development of its SWU billing account files for the past two annual billing cycles. Our familiarity and access to this account information will help us perform the user fee rate analysis as well as assist with the SWU billing account file update for the upcoming billing cycle.

SCOPE OF SERVICES

Task 1: Stormwater User Fee Billing Rate Analysis and Recommendations

EPG will work with the City staff to complete a fiscal analysis of the City's SWMP that includes the following activities:

1. Update the financial data for the SWU including annual revenues, delinquencies, and any billing issues since the aforementioned 2015 Audit prepared by EPG.
2. Work with City staff to update the annual budget for the SWU to include the proposed expansion of the City's SWMP services.

3. Work with City staff to prepare 5-year SWMP budget forecast to be funded by the SWU in the future.

EPG will also to evaluate all aspects of the existing billing system currently being used by the Stockbridge SWU to determine if the system and its corresponding rates are consistent with the City's financial goals for this operating unit of the City. We will work with the appropriate City staff to review the billing system and determine the City's ability to adequately fund the recommended SWMP with the current rate structure and user fee billing rates. If modifications are necessary to the user fee billing rates, we will discuss the options with City staff and provide detailed recommendations for your consideration via memo.

If the City elects to amend the stormwater user fee rates based on our recommendations, EPG will then work with the City Attorney to amend the City's existing Stormwater Utility Ordinance (Chapter 8.30) that was adopted in 2004, and present the revised ordinance to the City Council for their consideration and approval. In order for any revised user fee billing rate changes to be included on the customer billing event via the annual County tax bill in fall of 2018, we recommend that the revised ordinance be adopted by March 2018 at the latest.

Task 2: Impervious Surface Layer Update

Building on the impervious surface delineation audit that EPG completed for the City in 2015, and the original impervious surface GIS database utilized to create the current stormwater user fee charges, EPG will review and update the desktop delineations of the impervious area associated with all developed non-single family residential (NSFR) parcels using the most recent available aerial information and other data provided by the City.

EPG will deliver to the City an updated Master Account File (MAF) of the stormwater user fee charges for all developed parcels (SFR and NSFR). This update will include the updated impervious surface delineation as well as revised user fee charges based on the revised user fee billing rate approved by City Council. The format of the data deliverable will be in an ArcGIS geodatabase indicating the parcel identification number (PIN), the impervious surface area, and the SWU customer charge based on the City's latest SWU Ordinance. EPG will also provide an excel database for submittal to the Tax Commissioner for billing in June 2018, in the same format as submitted in previous years, that contains just the PIN and stormwater user fee.

Task 3: Customer Notification

If the user fee billing rate is increased based on the results of the previously outlined tasks, it is likely that some stormwater user fee accounts will change significantly due to their size or because onsite development that has occurred since the original delineations were performed. Therefore, it is our recommendation that the City provide some type of customer notification and education materials to SWU customers. It will be up to the City to decide what the threshold of significance may be (i.e. the amount of customer bill increase), or if they wish all customers to receive notification. If the City wishes for EPG to provide assistance with this task, EPG can identify customers to be notified and develop notification letters and/or education materials on behalf of the City to mail to customers. EPG will provide an electronic version of

the notification letters or post cards to the City and assumes that the City will produce and mail the information.

SCHEDULE

Assuming a Notice to Proceed of July 1, 2017, we proposed to complete the tasks outlined herein by June 1, 2018.

FEE

The table below provides the proposed hourly, not-to-exceed budgets for each task.

Task	Proposed Fee
Task 1: Billing Rate Analysis and Rate Recommendation	\$7,500
Task 2: Impervious Surface Layer Update	\$14,500
Task 3: Customer Notification	\$2,000

AUTHORIZATION

EPG proposes to perform our work in accordance with the attached Terms & Conditions. If EPG is requested to perform any out-of-scope work, that work will be conducted on an hourly, as requested, basis in accordance with the hourly rates included in our Terms and Conditions. We request that the City execute this Work Authorization by signing in the space below and returning a copy to us in electronic format.

ECOLOGICAL PLANNING GROUP, LLC

By

Courtney Reich
Courtney Reich, AICP, CFM

Title Project Manager

Date 05/05/17

CITY OF STOCKBRIDGE

By

Judy Deal

Title

Mayor

Date

05-12-17

ATTACHMENT A: TERMS AND CONDITIONS

Ecological Planning Group, LLC (hereinafter EPG, "we", "us", "our", "Consultant") agrees to provide Client (City of Stockbridge), for Client's sole and exclusive use, services as set forth in Ecological Planning Group' proposal subject to the Terms and Conditions set out herein and agreed to hereby. No third-party beneficiaries are made or intended by either Party to this Agreement.

- 1.) **PAYMENT TERMS.** Client agrees to pay EPG' invoice upon receipt. If payment is not received within 30 days of Client's receipt, a service charge shall apply in the amount of the greater of (i) 1% per month or (ii) the allowable legal rate, including attorney's fees and expenses. EPG may (in its sole judgment and without any liability) suspend services until paid where payment outstanding more than 30 days after the date of EPG' invoice.
- 2.) **TERMINATION OF CONTRACT.** Either party may terminate this Agreement without cause upon 30 days prior written notice. In the event of termination, the Client shall pay EPG for all services rendered to the date of termination and all reimbursable expenses.
- 3.) **INSURANCE.** EPG maintains insurance coverage as follows: Worker's Compensation Insurance; Employer's Liability Insurance; Commercial General Liability Insurance; Errors & Omissions.
- 4.) **RISK ALLOCATION.** In recognition of the relative risks, rewards and benefits of the project to both the Client and EPG, the risks have been allocated such that EPG and the Client agree that, to the fullest extent permitted by the law, each parties' total aggregate liability to the one another and their respective contractors, subcontractors, consultants and other parties with legal standing to file claims resulting from any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$50,000 or the total fee for services contemplated under this Agreement, whichever is less. Such causes include, but are not limited to, EPG or Client negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- 5.) **SITE OPERATIONS.** Client will provide right-of-entry to the property for EPG so EPG can provide the agreed services. Client represents that it possesses necessary permits and licenses required for activities at the site. EPG will take reasonable precautions to minimize damage to the property caused by EPG' operations. Unless otherwise stated in EPG' proposal, our charges do not include cost of restoration due to any related damage which may result.
- 6.) **FIELD REPRESENTATIVE.** The presence of EPG' or its subcontractor's field personnel, either full-time or part-time, are for the purpose of providing the agreed to services. Client agrees to inform all contractors at the site not hired by EPG that: (i) EPG' services do not include supervision or direction of the work of the contractor(s), its employees or agents, and (ii) the presence of EPG' field representative will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications. It is agreed that EPG is not responsible for job or site safety or security on the project, other than for EPG' employees and subcontractors, furthermore EPG does not have the duty or right to stop the work of non- EPG contractors.
- 7.) **DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS.** Hazardous materials may exist where there is no reason to believe they could or should be present. The client acknowledges that EPG's scope of services for this project does not include any services related to hazardous wastes. EPG and the Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. EPG and the Client also agree that the discovery of unanticipated hazardous materials may make it necessary for EPG to take immediate measures to protect human health and safety, and/or the environment. EPG agrees to notify the Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Client encourages EPG to take any and all measures that in EPG professional opinion are justified to preserve and protect the health and safety of EPG personnel and the public, and/or the environment, and the Client agrees to compensate EPG for the additional cost of such work.
- 8.) **CLIENT DISCLOSURE.** Client agrees (on an ongoing basis) to advise EPG of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents a potential danger to human health, the environment, or EPG' equipment EPG does not assume control of the site or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment or that may otherwise be required by applicable law, rule or regulation, all of which is the Client's responsibility.

9.) DOCUMENTS EPG will furnish Client the agreed upon number of written reports, support documents, and electronic files. These instruments of service are for Client's exclusive internal use and reliance, and that of Client's counsel, qualified bidders (design services only) and for regulatory submittal, but not for advertising or other type of distribution, and are subject to the following:

A.) All documents generated by EPG under this Agreement shall remain the sole property of EPG until all outstanding EPG invoices are paid in full, at which time ownership shall vest jointly with EPG and the Client, subject to the terms and provisions of this paragraph concerning re-use or third party reliance, all of which shall remain in full force and effect, regardless of which Party owns the documents. Any unauthorized use or distribution of EPG' work shall be at Client's and recipient's sole risk and without liability. EPG may retain a confidential file copy of its work product and related documents. If Client desires to release, or for EPG to provide, EPG' report(s) to a third party not described above for that party's reliance, EPG will agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for information only will not require separate agreement. Client acknowledges and agrees to inform the third party recipient that EPG' report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for EPG and by this request Client waives any such claim EPG complies with the request.

B.) EPG may rely upon Client-provided documents (and upon the completeness thereof) in performing the services required under this Agreement; however, EPG assumes no responsibility or liability for their accuracy. Upon Client's request, EPG' work product may be provided electronically or on magnetic media. In connection therewith, Client: (i) waives any risk of disclosure of confidential information via Internet/Web transmissions and (ii) also agrees that the written copy retained by EPG in its files shall be the official base document. EPG disclaims all warranty that any electronic and/or magnetic copy is accurate, but will correct any errors brought to EPG' attention by Client. Any modifications of such electronic and/or magnetic copy by Client shall be at Client's risk and without liability to EPG. Such electronic and/or magnetic copy is subject to all other conditions of this Agreement.

10.) OPINIONS OF COST. If requested EPG will use its professional efforts to provide opinions or estimates of costs based on reasonably available data, EPG' designs or EPG' recommendations. However, such opinions are intended primarily to provide information on the order of magnitude of such costs, not for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with EPG. Client agrees actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond EPG' control.

11.) GOVERNING LAW/HARMONY/FEES. This Agreement shall be governed by the laws of the State of Georgia. The provisions of this Agreement control over any form writings, such as Purchase Orders. EPG' Fee Schedule follows, and is hereby incorporated herein by reference thereto. The Parties agree that the fee schedule attached shall be automatically adjusted to the most current fee schedule promulgated by EPG, effective the date of such promulgation.

12.) ADDITIONAL SERVICES. Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the client, and other services that are not included under professional services; provided, however, that additional services shall not be classified as reimbursable expenses and will be billed at EPG's cost incurred or normal prevailing rate. EPG will only perform additional services when authorized in writing by the Owner in accordance with the rate schedule below

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$145
Senior Planner/GIS Professional	\$105
Sr. GIS Analyst/Planner I/Water Resources Engineer	\$90
Field Technician/GIS Analyst	\$80
Administrative	\$65